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International Union Local 1948*

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON**

CAROLYN CROUTHAMEL, DIANE  
MCCALLISTER, and JOANNE BAKER,  
on behalf of themselves and all others  
similarly situated, as individuals,

Plaintiffs,

v.

WALLA WALLA PUBLIC SCHOOLS, a

Case No. 4:20-cv-05076-RMP

**DEFENDANT SERVICE  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 1948'S ANSWER  
TO CLASS ACTION COMPLAINT  
FOR INJUNCTIVE RELIEF,  
DECLARATORY JUDGMENT,  
AND DAMAGES**

1 Washington public school district,  
2 EVERGREEN PUBLIC SCHOOL  
3 DISTRICT, a Washington public school  
4 district, KENT PUBLIC SCHOOL  
5 DISTRICT, a Washington public school  
6 district, and PUBLIC SCHOOL  
7 EMPLOYEES, SERVICE EMPLOYEES  
8 INTERNATIONAL UNION LOCAL  
9 1948, a labor corporation,

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Defendants.

1 Defendant Service Employees International Union Local 1948 (“SEIU 1948”)  
2 answers Plaintiffs’ Class Action Complaint for Injunctive Relief, Declaratory  
3 Judgment, and Damages (“Complaint”) (ECF No. 1) as follows:

4 **I. INTRODUCTION**

5 1. Paragraph 1 states legal conclusions to which no response is required.  
6 To the extent a response is required, SEIU 1948 denies the allegations of  
7 Paragraph 1.

8 2. Paragraph 2 states legal conclusions to which no response is required.  
9 To the extent a response is required, SEIU 1948 denies the allegations of  
10 Paragraph 2.

11 3. SEIU 1948 admits that plaintiffs Carolyn Crouthamel (“Crouthamel”),  
12 Diane McCallister (“McCallister”), and Joanne Baker (“Baker”) are, respectively,  
13 employees of Walla Walla Public Schools, Evergreen School District, and Kent  
14 School District (collectively, “the Districts”), which are public school districts in  
15 Washington State, and that Plaintiffs paid dues through payroll deductions  
16 pursuant to their own voluntary authorization. Paragraph 3 otherwise states legal  
17 conclusions to which no response is required. To the extent a response is required,  
18 SEIU 1948 denies those other allegations of Paragraph 3.

19 4. SEIU 1948 admits that Plaintiffs voluntarily entered agreements that  
20 authorized the dues they paid through payroll deduction. Paragraph 4 otherwise

1 states legal conclusions to which no response is required. To the extent a response  
2 is required, SEIU 1948 denies those other allegations of Paragraph 4.

3 5. SEIU 1948 admits that SEIU 1948 and the Districts are parties to  
4 collective bargaining agreements. Paragraph 5 otherwise states legal conclusions  
5 to which no response is required. To the extent a response is required, SEIU 1948  
6 denies those other allegations of Paragraph 5.

7 6. Paragraph 6 states legal conclusions to which no response is required.  
8 To the extent a response is required, SEIU 1948 denies the allegations of  
9 Paragraph 6.

10 7. Paragraph 7 states legal conclusions to which no response is required.  
11 To the extent a response is required, SEIU 1948 denies the allegations of  
12 Paragraph 7.

## 13 II. JURISDICTION AND VENUE

14 8. Paragraph 8 states legal conclusions to which no response is required.  
15 To the extent a response is required, SEIU 1948 denies the allegations of  
16 Paragraph 8.

17 9. Paragraph 9 states legal conclusions to which no response is required.  
18 To the extent a response is required, SEIU 1948 denies the allegations of  
19 Paragraph 9.

20 10. SEIU 1948 admits that venue is proper in this Court and that intra-

1 district assignment to the Richland Division is proper. Paragraph 10 otherwise  
2 states legal conclusions to which no response is required. To the extent a response  
3 is required, SEIU 1948 denies those other allegations of Paragraph 10.

### 4 **III. PARTIES**

5 11. SEIU 1948 admits that Plaintiff Crouthamel works for Walla Walla  
6 Public Schools and that SEIU 1948 is the exclusive representative for purposes of  
7 collective bargaining of the bargaining unit of employees in which Plaintiff  
8 Crouthamel works. SEIU 1948 lacks sufficient knowledge to admit or deny the  
9 allegations in Paragraph 11 about Plaintiff Crouthamel's title and tenure of  
10 employment, and on that basis denies those allegations. The other allegations in  
11 Paragraph 11 state legal conclusions to which no response is required. To the  
12 extent a response is required, SEIU 1948 denies those other allegations of  
13 Paragraph 11.

14 12. SEIU 1948 admits that Plaintiff McCallister works for the Evergreen  
15 School District and that SEIU 1948 is the exclusive representative for purposes of  
16 collective bargaining of the bargaining unit of employees in which Plaintiff  
17 McCallister works. SEIU 1948 lacks sufficient knowledge to admit or deny the  
18 allegations in Paragraph 12 about Plaintiff McCallister's title and tenure of  
19 employment, and on that basis denies those allegations. The other allegations in  
20 Paragraph 12 state legal conclusions to which no response is required. To the

1 extent a response is required, SEIU 1948 denies those other allegations of  
2 Paragraph 12.

3 13. SEIU 1948 admits that Plaintiff Baker works for the Kent School  
4 District and that SEIU 1948 is the exclusive representative for purposes of  
5 collective bargaining of the bargaining unit of employees in which Plaintiff Baker  
6 works. SEIU 1948 lacks sufficient knowledge to admit or deny the other  
7 allegations in Paragraph 13 about Plaintiff Baker's title and tenure of employment,  
8 and on that basis denies those allegations. The other allegations in Paragraph 13  
9 state legal conclusions to which no response is required. To the extent a response  
10 is required, SEIU 1948 denies those other allegations of Paragraph 13.

11 14. SEIU 1948 admits the allegations of Paragraph 14.

12 15. SEIU 1948 admits the allegations of Paragraph 15.

13 16. SEIU 1948 admits the allegations of Paragraph 16.

14 17. SEIU 1948 admits that it is the exclusive representative for purposes  
15 of collective bargaining for the bargaining unit of employees in which Plaintiffs  
16 work; that its address is 602 W. Main St., Auburn, WA 98001-5225; and that it  
17 represents for purposes of collective bargaining approximately 30,000 employees  
18 across Washington State, including certain employees at public school districts  
19 across the state.

20 /////

1 **IV. STATEMENT OF FACTS**

2 18. SEIU 1948 admits that Plaintiffs are employees of the Districts; that  
3 SEIU 1948 is the exclusive representative for purposes of collective bargaining of  
4 the bargaining units of employees in which Plaintiffs work; and that collective  
5 bargaining agreements apply to the bargaining units. SEIU 1948 otherwise denies  
6 the allegations in Paragraph 18.

7 19. Paragraph 19 states legal conclusions to which no response is  
8 required. To the extent a response is required, SEIU 1948 denies the allegations of  
9 Paragraph 19.

10 20. Paragraph 20 states legal conclusions to which no response is  
11 required. To the extent a response is required, SEIU 1948 denies the allegations of  
12 Paragraph 20.

13 **A. Plaintiff Carolyn Crouthamel**

14 21. SEIU 1948 admits that Plaintiff Crouthamel works for Walla Walla  
15 Public Schools. SEIU 1948 lacks sufficient knowledge to admit or deny the  
16 allegations in Paragraph 21 about Plaintiff Crouthamel's title and tenure of  
17 employment, and on that basis denies those allegations.

18 22. SEIU 1948 admits that Plaintiff Crouthamel became a SEIU 1948  
19 member in 2010 when she signed a voluntary union membership and dues  
20 deduction authorization agreement. SEIU 1948 lacks sufficient knowledge to

1 admit or deny the other allegations in Paragraph 22 about what Plaintiff  
2 “believed,” and on that basis denies those allegations.

3 23. SEIU 1948 admits that, in 2010, employees in the bargaining unit in  
4 which Plaintiff Crouthamel worked who did not voluntarily elect to become union  
5 members paid fair-share fees to pay for the share of bargaining representation that  
6 they received. SEIU 1948 otherwise denies the allegations in Paragraph 23.

7 **B. Plaintiff Diane McCallister**

8 24. SEIU 1948 admits that Plaintiff McCallister works for the Evergreen  
9 School District. SEIU 1948 lacks sufficient knowledge to admit or deny the  
10 allegations in Paragraph 24 about Plaintiff McCallister’s title and tenure of  
11 employment, and on that basis denies those allegations.

12 25. SEIU 1948 admits that Plaintiff McCallister signed a voluntary union  
13 membership and dues deduction authorization agreement in 2004. SEIU 1948  
14 lacks sufficient knowledge to admit or deny the allegations in Paragraph 25 about  
15 what Plaintiff “believed,” and on that basis denies those allegations. The  
16 remaining allegations in Paragraph 25 state legal conclusions to which no response  
17 is required. Plaintiff McCallister’s 2004 membership and dues deduction  
18 authorization agreement speaks for itself. To the extent a response is required,  
19 SEIU 1948 denies the remaining allegations of Paragraph 25.

20 26. SEIU 1948 admits that, in 2004, employees in the bargaining unit in



1 which Plaintiff McCallister worked who did not voluntarily elect to become union  
2 members paid fair-share fees to pay for the share of bargaining representation that  
3 they received. SEIU 1948 otherwise denies the allegations in Paragraph 26.

4 **C. Plaintiff Joanne Baker**

5 27. SEIU 1948 admits that Plaintiff Baker works for the Kent School  
6 District. SEIU 1948 lacks sufficient knowledge to admit or deny the other  
7 allegations in Paragraph 27 about Plaintiff Baker's title and tenure of employment,  
8 and on that basis denies those allegations.

9 28. Paragraph 28 states legal conclusions to which no response is  
10 required. Plaintiff Baker's membership and dues deduction authorization  
11 agreement speaks for itself. To the extent a response is required, SEIU 1948  
12 denies the allegations of Paragraph 28.

13 29. SEIU 1948 admits that, when Plaintiff Baker became a SEIU 1948  
14 member in 2005, employees in the bargaining unit in which Plaintiff Baker worked  
15 who did not voluntarily elect to become union members paid fair-share fees to pay  
16 for the share of bargaining representation that they received. SEIU 1948 otherwise  
17 denies the allegations in Paragraph 29.

18 **D. Janus and SEIU 1948's New Dues Deduction Authorization**  
19 **Agreements**

20 30. Paragraph 30 states legal conclusions to which no response is  
required. To the extent a response is required, SEIU 1948 admits that the opinion

1 in *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448 (2018), contains the language  
2 quoted in Paragraph 30, though the language is quoted out of context and the  
3 language in Paragraph 30 that is not in quotations is not an accurate statement of  
4 what the Court said. SEIU 1948 otherwise denies the allegations in Paragraph 30  
5 and denies that the allegations in Paragraph 30 are a complete summary of the  
6 applicable law.

7 31. SEIU 1948 admits that Plaintiffs signed voluntary membership and  
8 dues deduction authorization agreements in 2018. SEIU 1948 otherwise denies the  
9 allegations in Paragraph 31.

10 32. SEIU 1948 admits that Plaintiffs signed voluntary membership and  
11 dues deduction authorization agreements in 2018. The written agreements speak  
12 for themselves. SEIU 1948 otherwise denies the allegations in Paragraph 32.

13 33. SEIU 1948 admits that Plaintiffs signed voluntary membership and  
14 dues deduction authorization agreements in 2018. The written agreements speak  
15 for themselves. SEIU 1948 otherwise denies the allegations in Paragraph 33.

16 34. Paragraph 34 states legal conclusions to which no response is  
17 required. Plaintiffs' membership and dues deduction authorization agreements  
18 speak for themselves. To the extent a response is required, SEIU 1948 denies the  
19 allegations of Paragraph 34.

20 35. SEIU 1948 admits that Plaintiff Crouthamel signed a voluntary

1 membership and dues deduction authorization agreement on April 27, 2018. SEIU  
2 1948 otherwise denies the allegations in Paragraph 35.

3 36. SEIU 1948 admits that Plaintiff Baker signed a voluntary membership  
4 and dues deduction authorization agreement on May 3, 2018.

5 37. SEIU 1948 admits that Plaintiff McCallister signed a voluntary  
6 membership and dues deduction authorization agreement on August 13, 2018.  
7 SEIU 1948 otherwise denies the allegations in Paragraph 37.

8 **E. Plaintiffs' Objections and Defendants' Responses**

9 1. **Plaintiff Crouthamel's objection and Defendants' responses**

10 38. SEIU 1948 lacks sufficient knowledge to admit or deny the  
11 allegations in Paragraph 38 about what or when Plaintiff Crouthamel "learned,"  
12 and on that basis denies those allegations.

13 39. SEIU 1948 admits that it received a letter from Plaintiff Crouthamel  
14 dated January 10, 2019, regarding her membership and dues payments. The letter  
15 speaks for itself. SEIU 1948 otherwise denies the allegations in Paragraph 39.

16 40. SEIU 1948 admits that Jessica Shillander, Membership,  
17 Communications, and New Media Director for SEIU 1948, sent a letter to Plaintiff  
18 Crouthamel dated February 13, 2019. The letter speaks for itself. SEIU 1948  
19 otherwise denies the allegations in Paragraph 40.

20 41. The letter sent by Jessica Shillander, Membership, Communications,

1 and New Media Director for SEIU 1948, to Plaintiff Crouthamel dated February  
2 13, 2019 speaks for itself. SEIU 1948 otherwise denies the allegations in  
3 Paragraph 41.

4 42. SEIU 1948 admits that the letter sent by Jessica Shillander,  
5 Membership, Communications, and New Media Director for SEIU 1948, to  
6 Plaintiff Crouthamel dated February 13, 2019, contains the language quoted in  
7 Paragraph 42, though the language is quoted out of context. SEIU 1948 otherwise  
8 denies the allegations in Paragraph 42.

9 43. SEIU 1948 denies the allegations in Paragraph 43.

10 44. SEIU admits that Plaintiff Crouthamel did not object in writing to  
11 union payments at any time during the period March 13, 2019 through March 28,  
12 2019. SEIU 1948 otherwise denies the allegations in Paragraph 44.

13 45. SEIU 1948 admits that, after March 2019, Plaintiff Crouthamel  
14 continued to pay dues through payroll deduction pursuant to the terms of the  
15 voluntary dues deduction authorization she had signed, and those dues payments  
16 have subsequently ended. SEIU 1948 otherwise denies the allegations in  
17 Paragraph 45.

18 46. SEIU 1948 admits that it received a letter from Plaintiff Crouthamel  
19 in March 2020 regarding her membership and dues payments. The letter speaks  
20 for itself. SEIU 1948 lacks sufficient knowledge to admit or deny the allegations

1 in Paragraph 46 about whether Plaintiff Crouthamel wrote a letter to her employer  
2 regarding her membership and dues payments, and on that basis denies those  
3 allegations. SEIU 1948 otherwise denies the allegations in Paragraph 46.

4 47. SEIU 1948 admits that it requested that Walla Walla School District  
5 discontinue dues deductions for Plaintiff Crouthamel, Walla Walla School District  
6 ceased the voluntary deductions, and that deductions that took place after her  
7 membership ended were refunded. SEIU 1948 otherwise denies the allegations in  
8 Paragraph 47.

9 2. Plaintiff Baker's objection and Defendants' responses

10 48. SEIU 1948 lacks sufficient knowledge to admit or deny the  
11 allegations in Paragraph 48 about what or when Plaintiff Baker "learned," and on  
12 that basis denies those allegations.

13 49. SEIU 1948 admits that its business records reflect that it never  
14 received correspondence from Plaintiff Baker between March 19, 2019, and April  
15 3, 2019, withdrawing her membership in SEIU 1948. SEIU 1948 otherwise denies  
16 the allegations in Paragraph 49.

17 50. SEIU 1948 admits that it received a letter from Plaintiff Baker dated  
18 January 10, 2019, regarding her membership and dues payments. The letter speaks  
19 for itself. SEIU 1948 lacks sufficient knowledge to admit or deny the allegations  
20 in Paragraph 50 about whether Plaintiff Baker wrote a letter to her employer

1 regarding her membership and dues payments, and on that basis denies those  
2 allegations.

3 51. SEIU 1948 admits that Jessica Shillander, Membership,  
4 Communications, and New Media Director for SEIU 1948, sent a letter to Plaintiff  
5 Baker dated September 30, 2019, and further admits that the date on the letter was  
6 an error. The letter speaks for itself. SEIU 1948 otherwise denies the allegations  
7 in Paragraph 51.

8 52. SEIU 1948 admits that Jessica Shillander, Membership,  
9 Communications, and New Media Director for SEIU 1948, sent a letter to Plaintiff  
10 Baker dated September 30, 2019. The letter speaks for itself. SEIU 1948  
11 otherwise denies the allegations in Paragraph 52.

12 53. SEIU 1948 admits that after October 2019, Plaintiff Baker continued  
13 to pay dues through payroll deduction pursuant to the terms of the voluntary dues  
14 deduction authorization she had signed, and those dues payments ceased before  
15 March 2020. SEIU 1948 otherwise denies the allegations in Paragraph 53.

16 3. Plaintiff McCallister's objection and Defendants' responses

17 54. SEIU 1948 lacks sufficient knowledge to admit or deny the  
18 allegations in Paragraph 38 about what or when Plaintiff McCallister "learned,"  
19 and on that basis denies those allegations.

20 55. SEIU 1948 admits that it received a letter from Plaintiff McCallister

1 dated September 12, 2019, regarding her membership and dues payments. The  
2 letter speaks for itself. SEIU 1948 otherwise denies the allegations in Paragraph  
3 55.

4 56. SEIU 1948 admits that it received a letter from Plaintiff McCallister  
5 dated October 10, 2019, regarding her membership and dues payments. The letter  
6 speaks for itself. SEIU 1948 otherwise denies the allegations in Paragraph 56.

7 57. SEIU 1948 admits that Jessica Shillander, Membership,  
8 Communications, and New Media Director for SEIU 1948, sent letters to Plaintiff  
9 McCallister dated September 24, 2019, and September 30, 2019 (though this latter  
10 date appears to be in error, as it references correspondence received on October 16,  
11 2019). The letters speak for themselves. SEIU 1948 otherwise denies the  
12 allegations in Paragraph 57.

13 58. SEIU 1948 admits that Jessica Shillander, Membership,  
14 Communications, and New Media Director for SEIU 1948, sent letters to Plaintiff  
15 McCallister dated September 24, 2019, and September 30, 2019 (though this latter  
16 date appears to be in error, as it references correspondence received on October 16,  
17 2019). The letters speak for themselves. SEIU 1948 otherwise denies the  
18 allegations in Paragraph 58.

19 59. SEIU 1948 admits that after October 2019, Plaintiff McCallister  
20 continued to pay dues through payroll deduction pursuant to the terms of the

1 voluntary dues deduction authorization she had signed, and those dues payments  
2 were ongoing at the time this lawsuit was filed. The dues deductions have  
3 subsequently ended. SEIU 1948 otherwise denies the allegations in Paragraph 59.

#### 4 **V. CLASS ALLEGATIONS**

5 60. Paragraph 60 states legal conclusions to which no response is  
6 required. To the extent a response is required, SEIU 1948 denies the allegations of  
7 Paragraph 60.

8 61. SEIU 1948 denies the allegations of Paragraph 61.

9 62. Paragraph 62 states legal conclusions to which no response is  
10 required. To the extent a response is required, SEIU 1948 denies the allegations of  
11 Paragraph 62.

12 63. Paragraph 63 states legal conclusions to which no response is  
13 required. To the extent a response is required, SEIU 1948 denies the allegations of  
14 Paragraph 63.

15 64. Paragraph 64 states legal conclusions to which no response is  
16 required. To the extent a response is required, SEIU 1948 denies the allegations of  
17 Paragraph 64.

18 65. Paragraph 65 states legal conclusions to which no response is  
19 required. To the extent a response is required, SEIU 1948 denies the allegations of  
20 Paragraph 65.



1           66. Paragraph 66 states legal conclusions to which no response is  
2 required. To the extent a response is required, SEIU 1948 denies the allegations of  
3 Paragraph 66.

4           67. SEIU lacks sufficient knowledge to admit or deny the allegations in  
5 Paragraph 67 as to whether, and by whom, Plaintiffs' counsel is being paid to bring  
6 this case, and on that basis denies those allegations. SEIU 1948 denies the other  
7 allegations in Paragraph 67.

8           68. Paragraph 68 states legal conclusions to which no response is  
9 required. To the extent a response is required, SEIU 1948 denies the allegations of  
10 Paragraph 68.

11           69. Paragraph 69 states legal conclusions to which no response is  
12 required. To the extent a response is required, SEIU 1948 denies the allegations of  
13 Paragraph 69.

14           70. Paragraph 70 states legal conclusions to which no response is  
15 required. To the extent a response is required, SEIU 1948 denies the allegations of  
16 Paragraph 70.

17           71. Paragraph 71 states legal conclusions to which no response is  
18 required. To the extent a response is required, SEIU 1948 denies the allegations of  
19 Paragraph 71.  
20

**VI. CLAIMS FOR RELIEF**

**CLAIM 1**

**First Amendment, through 42. U.S.C. § 1983**

***Deducting union dues/fees from Plaintiffs' wages pursuant to RCW 41.56.110 and/or the applicable CBAs violates the First Amendment to the United States Constitution.***

72. SEIU 1948 incorporates by reference its responses to all paragraphs above.

73. Paragraph 73 states legal conclusions to which no response is required. To the extent a response is required, SEIU 1948 denies the allegations of Paragraph 73.

74. Paragraph 74 states legal conclusions to which no response is required. To the extent a response is required, SEIU 1948 denies the allegations of Paragraph 74.

75. Paragraph 75 states legal conclusions to which no response is required. To the extent a response is required, SEIU 1948 denies the allegations of Paragraph 75.

76. Paragraph 76 states legal conclusions to which no response is required. To the extent a response is required, SEIU 1948 denies the allegations of Paragraph 76.

77. Paragraph 77 states legal conclusions to which no response is required. To the extent a response is required, SEIU 1948 denies the allegations of

1 Paragraph 77.

2 78. Paragraph 78 states legal conclusions to which no response is  
3 required. To the extent a response is required, SEIU 1948 denies the allegations of  
4 Paragraph 78.

5 79. Paragraph 79 states legal conclusions to which no response is  
6 required. To the extent a response is required, SEIU 1948 denies the allegations of  
7 Paragraph 79.

8 **CLAIM 2**  
9 **Fourteenth Amendment, through 42. U.S.C. § 1983**  
10 ***RCW 41.56.110 violates Plaintiffs'***  
11 ***Fourteenth Amendment due process rights.***

12 80. SEIU 1948 incorporates by reference its responses to all paragraphs  
13 above.

14 81. Paragraph 81 states legal conclusions to which no response is  
15 required. To the extent a response is required, SEIU 1948 denies the allegations of  
16 Paragraph 81.

17 82. Paragraph 82 states legal conclusions to which no response is  
18 required. To the extent a response is required, SEIU 1948 denies the allegations of  
19 Paragraph 82.

20 83. Paragraph 83 states legal conclusions to which no response is  
required. To the extent a response is required, SEIU 1948 denies the allegations of

1 Paragraph 83.

2 84. Paragraph 84 states legal conclusions to which no response is  
3 required. To the extent a response is required, SEIU 1948 denies the allegations of  
4 Paragraph 84.

5 85. Paragraph 85 states legal conclusions to which no response is  
6 required. To the extent a response is required, SEIU 1948 denies the allegations of  
7 Paragraph 85.

8 86. Paragraph 86 states legal conclusions to which no response is  
9 required. To the extent a response is required, SEIU 1948 denies the allegations of  
10 Paragraph 86.

11 **CLAIM 3**

12 **First Amendment, through 42. U.S.C. § 1983**

13 ***RCW 41.56.110, Article 11 of the Walla Walla CBA, and Article 14 of the***  
14 ***Evergreen and Kent CBAs violate Plaintiffs' freedom of association***

15 87. SEIU 1948 incorporates by reference its responses to all paragraphs  
16 above.

17 88. Paragraph 88 states legal conclusions to which no response is  
18 required. To the extent a response is required, SEIU 1948 denies the allegations of  
19 Paragraph 88.

20 89. Paragraph 89 states legal conclusions to which no response is  
required. To the extent a response is required, SEIU 1948 denies the allegations of

1 Paragraph 89.

2 90. Paragraph 90 states legal conclusions to which no response is  
3 required. To the extent a response is required, SEIU 1948 denies the allegations of  
4 Paragraph 90.

5 91. Paragraph 91 states legal conclusions to which no response is  
6 required. To the extent a response is required, SEIU 1948 denies the allegations of  
7 Paragraph 91.

8 92. Paragraph 92 states legal conclusions to which no response is  
9 required. To the extent a response is required, SEIU 1948 denies the allegations of  
10 Paragraph 92.

11 **CLAIM 4**

12 **First Amendment, through 42. U.S.C. § 1983**

13 ***Defendants have illegally conspired to knowingly deprive Plaintiffs and***  
14 ***class members of their constitutional rights.***

15 93. SEIU 1948 incorporates by reference its responses to all paragraphs  
16 above.

17 94. Paragraph 94 states legal conclusions to which no response is  
18 required. To the extent a response is required, SEIU 1948 denies the allegations of  
19 Paragraph 94.

20 95. Paragraph 95 states legal conclusions to which no response is  
required. To the extent a response is required, SEIU 1948 denies the allegations of

1 Paragraph 95.

2 **CLAIM 5**

3 **Breach of Contract**

4 ***Defendants' New Agreements are invalid and Defendants breached***  
5 ***the original union dues deduction agreements.***

6 96. SEIU 1948 incorporates by reference its responses to all paragraphs  
7 above.

8 97. Paragraph 97 states legal conclusions to which no response is  
9 required. To the extent a response is required, SEIU 1948 denies the allegations of  
10 Paragraph 97.

11 98. Paragraph 98 states legal conclusions to which no response is  
12 required. To the extent a response is required, SEIU 1948 denies the allegations of  
13 Paragraph 98.

14 99. Paragraph 99 states legal conclusions to which no response is  
15 required. To the extent a response is required, SEIU 1948 denies the allegations of  
16 Paragraph 99.

17 100. Paragraph 100 states legal conclusions to which no response is  
18 required. To the extent a response is required, SEIU 1948 denies the allegations of  
19 Paragraph 100.

20 101. Paragraph 101 states legal conclusions to which no response is  
required. To the extent a response is required, SEIU 1948 denies the allegations of

1 Paragraph 101.

2 **CLAIM 6**

3 **Unjust Enrichment**

4 *Defendants' scheme unjustly enriched Defendant SEIU 1948.*

5 102. SEIU 1948 incorporates by reference its responses to all paragraphs  
6 above.

7 103. SEIU 1948 admits that it was aware that it received dues from  
8 Plaintiffs that Plaintiffs voluntarily agreed to pay through payroll deductions.  
9 Paragraph 103 otherwise states legal conclusions to which no response is required.  
10 To the extent a response is required, SEIU 1948 denies those other allegations of  
11 Paragraph 103.

12 104. SEIU 1948 admits that it was aware that it received dues from  
13 Plaintiffs that Plaintiffs voluntarily agreed to pay through payroll deductions.  
14 Paragraph 104 otherwise states legal conclusions to which no response is required.  
15 To the extent a response is required, SEIU 1948 denies those other allegations of  
16 Paragraph 104.

17 105. Paragraph 105 states legal conclusions to which no response is  
18 required. To the extent a response is required, SEIU 1948 denies the allegations of  
19 Paragraph 105.

20 **VII. PRAYER FOR RELIEF**

106. SEIU 1948 incorporates by reference its responses to all paragraphs

1 above.

2 107. Paragraph 107 states legal conclusions to which no response is  
3 required. To the extent a response is required, SEIU 1948 denies the allegations of  
4 Paragraph 107.

5 108 to 117. Plaintiffs' Prayer for Relief does not require a response. To the  
6 extent the Prayer for Relief, including each and all of its paragraphs 108 to 117,  
7 states any allegations, SEIU 1948 denies those allegations. SEIU 1948 denies that  
8 Plaintiffs or any other individual they seek to represent are entitled to any relief in  
9 this case.

10 Except as expressly admitted above, all allegations in the Complaint are  
11 denied.

12 **AFFIRMATIVE DEFENSES AND DEFENSES**

- 13 1. Plaintiffs fail to state a claim upon which relief can be granted.
- 14 2. Plaintiffs have failed to exhaust administrative remedies.
- 15 3. Plaintiffs' claims fail because of the absence of state action.
- 16 4. Plaintiffs' claims are barred by the statute of limitations to the extent  
17 they seek relief for actions outside the applicable limitations period.
- 18 5. SEIU 1948 acted in good faith based on the law in effect at the time.
- 19 6. SEIU 1948 is entitled to sovereign immunity and/or qualified  
20 immunity.



1           7.     SEIU 1948 acted without malice.

2           8.     Plaintiffs' claims for monetary relief are barred because such relief  
3 would constitute unjust enrichment.

4           9.     Plaintiffs are estopped from seeking retrospective relief because they  
5 received the benefits of membership in SEIU 1948.

6           10.    Plaintiffs' claims are barred because they consented to the actions that  
7 they challenge.

8           11.    Any relief awarded to Plaintiffs must be offset by the benefits they  
9 received from representation by, and membership in, SEIU 1948.

10          12.    SEIU 1948 is justified in relying on Plaintiffs' express contractual  
11 agreements.

12          13.    Plaintiffs' claims are barred because the Supreme Court's decision in  
13 *Janus v. AFSCME, Council 31* does not apply retroactively.

14          14.    The funds Plaintiffs seek to recover are not in the possession of SEIU  
15 1948.

16          15.    Plaintiffs' claims for prospective relief do not present a justiciable  
17 controversy because their dues deductions have ended.

18          16.    SEIU 1948 reserves the right to amend its Answer to assert additional  
19 affirmative defenses based on further investigation and discovery.

20                   **DEFENDANT SEIU 1948's PRAYER FOR RELIEF**

WHEREFORE, SEIU 1948 prays that the Court:

1. Deny Plaintiffs any relief and enter judgment in favor of SEIU 1948.
2. Award SEIU 1948 its costs and attorneys' fees.
3. Award SEIU 1948 such other and further relief as is just and proper.

Dated: July 14, 2020

Respectfully submitted,

By: /s/ Robert H. Lavitt

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## DECLARATION OF SERVICE

I hereby certify that on the date noted below, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to those attorneys of record registered on the CM/ECF system.

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DATED this 14th day of July, 2020 at Bonney Lake, Washington.

By: /s/Genipher Owens  
Genipher Owens, Senior Paralegal